

**AGREEMENT  
BETWEEN  
TOWNSHIP OF EWING  
AND  
FIREFIGHTERS FMBA LOCAL 93  
JULY 1, 2012 - December 31, 2016**

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## AGREEMENT

*(Handwritten initials: BHP RE)*

THIS AGREEMENT is made and entered into this 12 day of MARCH, 2013, by and between the TOWNSHIP OF EWING, Mercer County, Trenton, New Jersey, hereinafter referred to as the "Township", and NEW JERSEY STATE FIREMEN'S BENEVOLENT ASSOCIATION, INC., LOCAL 93, hereinafter called the "Union".

## WITNESSETH

WHEREAS, it is the desire of the parties to promote mutual cooperation and harmony and to formulate rules for the guidelines of the parties;

NOW THEREFORE, in consideration of the mutual promises made by each of the parties to the other and good and valuable consideration in the premises, the parties hereto agree as follows:

## ARTICLE I

### SECTION 1.01

**RECOGNITION:** The Township recognizes the Union as the sole and/or exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for all its employees in the classifications listed under Appendix A attached hereto, and by reference made a part of this Agreement, and for processing of grievances within the meaning of the New Jersey Employer-Employee Relations Act, N.J.S.A.34:13A-5.1, et. Seq., for bargaining unit consisting of all full time paid employees engaged in firefighting duties.

### SECTION 1.02

**NEGOTIATIONS PROCEDURE:** The Township of Ewing and Local 93 shall, prior to the expiration of this collective negotiations agreement, enter into negotiations for a successor agreement. Negotiations shall be conducted at times agreed upon by the parties. If negotiations are scheduled to occur during scheduled working hours, the Township shall grant leave without loss of pay for up to three (3) members of the bargaining unit to participate in negotiations. Each party shall be free to choose its representatives for negotiations.

No agreement shall be binding on the parties unless it is reduced to writing, executed by representatives of the parties, and duly ratified in accordance with each party's established procedures. No collective negotiations agreement between the parties shall be modified except by an agreement reduced to writing, executed by representative of the parties and duly ratified by both parties.

### SECTION 1.03

**NO STRIKE CLAUSE:** It is agreed that during the term of this Agreement, neither the Union, its officers or members, shall instigate, call, sanction, condone, or participate in any strike, slow down, stoppage of work, boycott, picketing, or willful interference with the production, transportation or distribution and that there shall be no lockout of employees by the

Township.

In the event that any of the employees violate the provisions of the above paragraph, the Union shall take necessary steps to have the members who participate in such action back to their jobs, forward copies of such order to the Township and use every means at its disposal to influence the employees to return to work.

#### SECTION 1.04

**DUES AND DEDUCTIONS:** Upon receipt of a lawfully executed written authorization from an employee, the Township of Ewing agrees to deduct the regular monthly Union dues of such employee for his or her paycheck. This deduction will be submitted to the Union official so designed in writing to receive such deductions. The Union will notify the Township, in writing, of the exact amount of such regular membership dues to be deducted.

#### SECTION 1.05

**AGENCY SHOP:** Any employee in the Association on the effective date of this agreement, who does not join the Union within thirty (30) days thereafter, and any new employee who does not wish to join within ninety (90) days of initial employment within the Union, and any employee previously employed within the Union shall pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular union membership dues, fees and assessments as certified to the Township by the Union.

Employees joining the union are responsible for any initiation and or representation fees as set by the state F.M.B.A. office

The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular union membership dues, fees and assessments. The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the members in the Association, provided that no modification is made in this provision by a successor agreement between the Union and the Township.

#### SECTION 1.06

**INDEMNIFICATION / SAFE HARMLESS CLAUSE:** The New Jersey State Firemen's Benevolent Association Local 93 shall indemnify, defend and save harmless the Township against any and all claims, fees, demands, suits, orders and judgments brought or issued against the Township and/or forms of liability that shall arise out of any deductions provided for under the provisions of Article I Section IV and/or Article V.

The Township agrees to indemnify firefighters covered by this agreement in accordance with the requirements set forth in N.J.S.A.:40A:14-155.

## SECTION 1.07

**UNION REPRESENTATIVES:** Representatives of the Union, who are not employees of the Township of Ewing, shall be admitted on the premises of the Township for Union business solely and by the International Representative presenting himself or herself to the present head of the Department or his or her designee prior to the discussion of Union business.

The Union President, Vice President, or designee shall be granted a reasonable amount of time during his/her regular working hours, without loss of pay, to present, discuss and adjust grievances with the Township. The Union Officer shall not leave his/her work without first obtaining the permission for their immediate supervisor, which permission shall not be unreasonably withheld.

The Township agrees to grant necessary time off without loss of pay a maximum of two union representatives to attend a State of National Convention N.J.S.A. 11A:6-10 and a maximum of one representative to attend regularly scheduled monthly State Union meetings.

## SECTION 1.08

**EQUAL TREATMENT AND NONDISCRIMINATION:** The Township and Union agree that there shall be no discrimination or favoritism for reason of sex, age, nationality, race, religion, political affiliation, physical handicap, marital status, Union membership or Union activities.

The Township and the Union agree not to interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employee because of Union membership or non-membership.

## ARTICLE II

### SECTION 2.01

**MANAGEMENT RIGHTS:** It is recognized that the management of the Township, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the Township. Accordingly, the Township retains the rights, including but not limited to, to select and direct the working forces, including the right to hire, suspend, or discharge for just cause, assign, promote or transfer within the department, to determine the amount of overtime worked, to relieve employees from duty because of lack of work, decide the number and locations of its facilities, stations, etc., determine the work to be performed within the unit, maintenance, and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with selection, procurement, designing, engineering and the control of equipment and materials, purchase services of other, contract or otherwise except as they may be otherwise specifically limited in this Agreement.

### ARTICLE III

#### SECTION 3.01

**TOWNSHIP SENIORITY:** Township Seniority is defined as an employee's continuous length of service with the Township, beginning with his or her latest date of hire.

#### SECTION 3.02

**DEPARTMENT SENIORITY:** Department Seniority is defined as an employee's continuous length of service in a Department of the Township beginning with the employee's latest date of hire.

In all applications of seniority under this contract where ability to perform work and physical fitness are equal as determined by the Township, total Department Seniority for career Fire Fighters shall be given preferences regarding, promotions, demotions, sick leave, vacation leave and recall. Department Seniority will also be given preference for overtime, temporary upgrades and work shift for career Fire Fighters.

The Township shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of same to the Union upon reasonable request.

The Township shall promptly advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

#### SECTION 3.03

**LOSS OF SENIORITY:** Continuous service for seniority purposes shall be broken for any of the following reasons:

- A. Discharge for just cause.
- B. Voluntarily quitting employment.
- C. Absence from work without report for five (5) consecutive working days unless reasonable and satisfactory excuse for not having notified the Township is presented.

#### SECTION 3.04

**PROBATIONARY EMPLOYEES:** Newly hired employees shall be considered probationary employees for the first three (3) month period. Such employees may, during the probationary period, be terminated at any time without any recourse whatsoever. Upon completion of the probationary period, an employee's seniority shall be his or her date of commencement of employment, including the probationary period, for the purposes of benefits.

### SECTION 3.05

**LAYOFF:** When it is necessary to lay off employees of the unit, the Union shall be notified at once and the State of New Jersey Department of Personnel rules shall apply setting forth layoff and recall procedures.

Department seniority shall be the determining factor in identifying those to be affected from a layoff or demotion of a permanent employee within the union and layoffs or demotions shall be implemented in reverse order of hiring (those hired last being laid off or demoted first).

## ARTICLE IV

### **PAID LEAVES OF ABSENCE:**

#### SECTION 4.01

##### **SICK-LEAVE:**

A. Sick leave for permanent employees shall accumulate on the basis of one (1) day per month from the date of hire until the expiration of one (1) full year of employment of said employee, and thereafter fifteen (15) days per year pro-rated from the employee's anniversary date through the end of that calendar year.

B. Sick days are credited to all permanent employees in advance on January 1st of each year after the first full year of employment. However, it must be understood that these days are credited anticipating the employee will work the full twelve (12) months during the year. If not, then the sick days shall be pro-rated from the employee's anniversary date that year through the end of the calendar year.

C. Any permanent employee who leaves employment with the Township in the middle of the calendar year will pay back any unearned sick time credited to them at the beginning of that year.

D. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

E. If any employee is absent for reasons that entitle him/her to sick leave, the supervisor or designee shall be notified before 07:15 a.m. eastern time.

F. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirements appear reasonable. Abuse of sick leave shall be cause for disciplinary action up to and including removal.

G. Sick time shall not be used in conjunction with vacation or personal days.



H. Sick leave credits shall continue to accrue while the employee is on an approved leave with pay. Credits shall not accrue while an employees is on any leave without pay, except military leave.

I. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease, not work connected.

J. A permanent employee will be permitted to use his/her sick leave for emergencies incurred by members of their immediate family in accordance with the Department of Personnel's definition of immediate family and in accordance with the State and Federal regulations under the Family Medical Leave Act, (FMLA).

K. Township request all sick time and other benefit time be utilized prior to approved family medical leave without pay. However, under the guidelines of the State and Federal Family Leave Act, when paid leave is substituted for unpaid FMLA it may be counted against the 12-week leave entitlement.

L. If an employee becomes ill during his/her regular work hours and/or needs to leave for various reasons he/she must first receive the approval from their immediate supervisor before leaving work. Employee will be charged with the amount of time off as follows: leaves before 12:00 employee will be charged for a full day off — leaves after 12:00 employee will be charged for one-half day off — leaves after 3:00 employee will receive credit for a full day worked.

#### SECTIONS 4.02

##### BEREAVEMENT LEAVE:

A. In the event of the death of a member of the immediate family of any employee covered by this Agreement, the immediate family being mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, grandparents and other relatives who are living in the household of the employee at the time of their death, said employee shall be excused from work from the date of death until the day of burial inclusive, however, no more than five consecutive days shall be granted. The employee will be paid his or her daily rate of regular pay for any such days of excused absences, which occur during his or her normal work week.

B. In the event of the death of an employee's brother-in-law, sister-in-law, grandmother-in-law, grandfather-in-law, aunt, or uncle, the employee will be excused for the day of the funeral/burial with pay if he or she is scheduled to work.

C. It is intended that the above payment be made for such period only that the employee would actually have been working. An employee would either receive the death benefits hereunder or holiday pay, vacation pay, military pay, jury duty pay, or disability benefit as the case may be. The above provision is intended to mean to attend the funeral of the immediate family as specified above.

D. Employees will be required to submit proof of death for the purpose of receiving payment under Sections A, B, and C.

#### SECTION 4.03

**OCCUPATIONAL INJURY:** Any employee who is disabled because of occupational injury shall be granted a leave of absence with full pay. Employees who are absent in accordance with the above, due to a job injury, will be reimbursed to the date of injury, when substantiated by the Township Physician. Any amount of salary or wages paid or payable to such an employee for disability leave shall be reduced by the amount of Workers' Compensation paid under the New Jersey Workers' Compensation Act, for temporary disability. Such leave shall be limited to a maximum of one hundred thirty-five (135) working days from the date of injury effective July 1, 2012 to December 31, 2016.

In the event that an injured employee receives temporary disability under workers' compensation during the course of the aforementioned one hundred thirty-five (135) working days, he/she is to endorse said draft payable to the Township of Ewing solely and is to tender said draft to the Finance Officer of the Township of Ewing. Said tender of draft to the Township of Ewing will be in way of reimbursement to the Township toward payment to the injured employee's full salary during the course of the aforementioned one hundred thirty-five (135) working days. In the event that the injured employee does not endorse and turn over the aforementioned draft to the Finance Officer of the Township of Ewing, he/she shall not then receive full pay but only the difference between the compensation pay and his/her full pay during the one hundred thirty-five (135) working days effective July 1, 2012 to December 31, 2016.

Employees returning from authorized leave of absence as set forth above will be restored to their original job classification and shift at the then appropriate rate of pay with no loss of seniority or other employee rights, privileges or benefits.

**OFF THE JOB INJURY:** Refer to Article IV, sick leave

#### SECTION 4.04

**MILITARY LEAVE:** Leave for military purpose shall be granted in accordance with the New Jersey Department of Personnel rules and New Jersey Statutes.

A. Any full time employee who is a member of the National Guard, Naval Militia, Air National Guard, or a reserve component of the United States armed forces who is required to engage in field training will be granted a military leave of absence with pay for the training period as authorized by law. The paid leave will not be counted against any available vacation.

B. When an employee, after one year's service with the Township is called to active duty or inducted into the United States Military, the employee shall automatically be granted an indefinite leave of absence for the duration of military service. To be reinstated by the Township without loss of privileges or seniority, the employee must report to duty with the Township within sixty (60) days following the release from active duty under honorable circumstances.

C. During the period of active military duty, the employee shall be paid the difference between military salary and the employee's regular salary for a period not to exceed ninety (90) days. Employees on active service will also continue to receive paid health insurance coverage during the ninety (90) day period. After this period has expired, employees may continue coverage for themselves or their departments under the Township group plan by taking advantage of the COBRA provisions. Members of the State Administered Retirement Systems (PERS and PFRS) will continue accruing service and salary credit in the system during the ninety (90) day period.

#### SECTION 4.05

**JURY DUTY:** In the event that an employee is called to jury duty, the employee will be granted time off as the court requires. Their absence from work will not be counted against their regular vacation period, personal or sick leave accumulation. The employee will be paid only from the time required to serve on jury duty, and if there are times the employee is not scheduled for jury duty, then and in that case, the employee must report for work. All requests for jury duty leave must be filed with the Department Head prior to leave.

#### SECTION 4.06

**WITNESS LEAVE:** When an employee who is a member of this Agreement is party to litigation in matters related to his/her capacity as an employee of the Township of Ewing, he/she shall be granted time off with pay if the appearance is during his/her regular work shift. The employee shall notify the Township immediately of the requirements for this leave and subsequently furnish proof of appearance for which the leave was required.

#### SECTION 4.07

**NON-PAID LEAVE OF ABSENCE:** Leave of absence without pay shall be at the discretion of the Township. Employees returning from authorized leaves of absence as set forth above will be restored to their original classification at the then appropriate rate of pay, with no loss of seniority, or other employee rights, privileges or benefits, provided however, that sick leave and vacation leave and longevity credits shall not accrue with the exception of those on military leave.

### ARTICLE V

**DISCIPLINARY ACTION:** Initial disciplinary action may be taken against any employee covered in this agreement only by the Township appointed Supervisor; all further action will refer to grievance procedures.

#### SECTION 5.01

**GRIEVANCE PROCEDURE:** Any grievance or dispute, which may arise between the parties, including the application, meaning, or interpretation of the Agreement, shall be settled in the following manner:

STEP 1: The Union, with or without the aggrieved employee, shall take up the grievance or dispute with the employee's immediate Supervisor within five (5) working days of the date of the occurrence of the grievance. The Supervisor shall attempt to adjust the matter and shall respond to the Union within three (3) working days. If the grievance or dispute is not taken up in accordance with this provision within five (5) working days of its occurrence or within five (5) working days upon learning of the existence of the alleged grievance or dispute, it shall be abandoned.

STEP 2: If the grievance has not been settled, it shall be presented in writing to the Division Head within five (5) working days after the supervisor's response is due. The Division Head shall respond to the Union in writing within three (3) working days. If the grievance is not presented in writing in accordance with this stipulation within five (5) working days, it shall be deemed abandoned. The employee may be represented by a Union officer, the local union president or his/her designee. Time lost from work to process grievance, and such discussions or meetings by the grievant and local Union officer, the local union president or his/her designee will result in no loss of pay.

STEP 3: If the grievance still remains not settled, it shall be presented to the Department Head in writing within seven (7) working days after the response of the Department Head is due. The Department Head will hold a hearing within ten (10) working days of receipt of presentation of the grievance to him/her. The Division Head shall respond in writing within seven (7) working days. If the grievance is not presented in writing, in accordance with the provision within seven (7) working days, it shall be deemed abandoned. The employee may be represented by the local Union president or his/her designee, and representative of the FMBA LOCAL 93. Time lost from work to process grievance, and such discussions or meetings by the grievant, local president or his/her designee will result in no loss of pay.

STEP 4: If the grievance still remains not settled, it shall be presented to the Business Administrator, in writing, within seven (7) working days after the response of the Department Head is due. The Business Administrator shall respond within fifteen (15) working days. If the grievance is not presented, in writing, in accordance with this stipulation within seven (7) working days, it shall be deemed abandoned.

STEP 5: If the grievance still remains not settled it shall be presented to the Mayor, in writing, within seven (7) working days after the response of the Business Administrator is due. The Mayor shall respond within thirty (30) working days. If the grievance is not presented, in writing, in accordance with this stipulation within seven (7) working days, it shall be deemed abandoned.

STEP 6: If the grievance still remains not settled, the Union may, within fifteen (15) working days after the reply of the Mayor is due, by written notice to the Mayor, request advisory binding arbitration. In the event advisory, binding arbitration is not requested within fifteen (15) working days, the grievance shall be deemed abandoned, and the matter may not then thereafter be arbitrated.

The advisory, binding arbitration proceedings shall be conducted by an impartial arbitrator to be selected by the Township and the Union within seven (7) working days

after notice has been given. If the parties fail to select an arbitrator, the State Mediation and Conciliation Service of the Public Employment Relations Commission shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Township and the Union shall have the right to strike two (2) names from the panel. The Union shall strike the first name; the other party shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the impartial arbitrator shall be binding and advisory to both parties. The impartial arbitrator shall be requested to issue his/her decision within thirty (30) working days after conclusion of testimony and argument and upon his/her closing of the matter.

The expense for the arbitrator's services shall be borne equally by the Township and the Union. If either party desires a verbatim record of the proceedings it may cause the same to be made, providing it pays for the record and makes a copy available, without charge, to the other party and to the arbitrator.

The only grievance or disputes which may be submitted for advisory, binding arbitration, shall be those arising out of the meaning, application and interpretation of the provisions of this Agreement. Nothing in the foregoing shall be construed to empower the impartial arbitrator to make any award amending, changing, subtracting from or adding to the provisions of this Agreement.

It is understood and agreed that the subject of general wages shall not be subject to advisory, binding arbitration.

It is intended by this provision to give an employee the option to appeal his/her case under the Department of Personnel Rules and Regulations and through Department of Personnel procedures or advisory, binding arbitration, but not both. It is not intended to change, modify, or alter in any fashion the Department of Personnel rules and regulations, but in effect only to give additional alternative remedy to an employee. A grievant may elect to proceed under either advisory, binding arbitration or through the Department of Personnel, not both.

## **ARTICLE VI**

### **HOURS OF WORK**

#### **SECTION 6.01**

**WORK WEEK:** The work-week-for-all career Fire-Fighters shall consist of five-(5) consecutive eight (8) hour days, 40 hours per week, Monday through Friday, 8:00 a.m. to 4:00 p.m. inclusive. The Union shall receive a twenty (20) day notice regarding any permanent schedule changes or station assignments. However, in the case of an emergency immediate notice may be given.

## SECTION 6.02

**OVERTIME:** Time and one-half the employee's regular rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hour:

- A. Daily - All work performed in excess of eight (8) hours in any workday.
- B. Weekly - All work performed in excess of forty (40) hours.
- C. All work performed in excess of 2,080 hours yearly. Sick time, vacation and personal days will be construed as days worked.
- D. All work performed on a holiday shall be paid at time and one-half plus holiday pay.
- E. In the event that any holiday shall fall on a regular workday and employees are not required to work on said holiday, such holiday shall be considered as a day worked for purposes of computing overtime.
- F. All work performed by the FMBA Local 93 members on Sunday shall be paid at the rate of double-time as such.
- G. Overtime for answering emergency calls will be calculated at a thirty (30) minute minimum and in thirty (30) minute increments thereafter.
- H. Employees absent due to extended sick day(s), vacation day(s), personal day(s) or holiday(s) will be construed as day(s)/time worked.

Overtime opportunities for employees covered under this agreement shall be distributed as equally as possible among employees in the same job classification, FMBA Local 93 members and shift. It is understood that nothing in this clause shall require payment for overtime hours not worked.

## SECTION 6.03

**COMPENSATORY TIME:** Any time an employee works overtime, said employee shall have the sole right to select overtime compensation as paid overtime or as compensatory time off, at the time and one-half (1-1/2) rate, or double time (2) rate on Sunday or where otherwise applicable under the Agreement. If compensatory time off is elected, then said compensatory time shall accumulate in a compensatory time off ("C.T.O.") bank. All C.T.O. bank time shall be available at the employee's sole discretion subject only to prior approval of the Department Head. An employee shall use his/her best efforts to use accumulated compensatory time and shall be allowed to accumulate up to seventy-five (75) hours. Said employee will be allowed to "cash in" up to fifty (50) hours of compensatory time at any time which will be paid at the employee's contract rate when the compensatory time is accrued. An employee shall be permitted to carry no more than fifty (50) hours of compensatory time into the next calendar year.

## ARTICLE VII

### SECTION 7.01

#### HOLIDAY

A. There shall be eleven (11) paid holidays during the term of this Agreement.

The following days will be recognized as holidays under this Agreement:

- |                                  |                            |
|----------------------------------|----------------------------|
| 1. New Year's Day                | 7. Labor Day               |
| 2. Martin Luther King's Birthday | 8. Veteran's Day           |
| 3. President's day               | 9. Thanksgiving Day        |
| 4. Good Friday                   | 10. Day After Thanksgiving |
| 5. Memorial Day                  | 11. Christmas Day          |
| 6. Independence Day              |                            |

B. In the event a holiday falls on a Saturday, it shall be celebrated on the proceeding Friday. In the event the Township has to change the date to comply with the State, it will be celebrated on the date that the State sets forth.

C. In the event a holiday falls on a Sunday, it shall be celebrated on the following Monday. In the event the Township has to change the date to comply with the State, it will be celebrated on the new date that the State sets forth.

D. In the event a holiday falls within an employee's vacation period, the holiday shall not be charged against vacation leave.

E. In order to qualify for holiday pay, employees must work his or her scheduled workday immediately preceding the holiday and his or her scheduled workday immediately following the holiday unless an excused absence and the employee must have worked at least 32 hours in the work week (work being defined as actual work, or paid vacation, sick or personal day(s)). If employee calls out sick the day before and/or the day after a holiday and he/she fails to obtain an excused absence from their physician, they will not receive pay for said holiday and could face additional disciplinary action.

F. Permanent employees with three (3) or more consecutive months' seniority are eligible for holiday pay.

G. Whenever a holiday falls during the time an employee is on paid sick leave, that day will not be charged against his or her sick leave.

H. Employees who are on leave of absence without pay will not be eligible for holiday pay, except if on military leave.

## ARTICLE VIII

### SECTION 8.01

VACATIONS: All permanent employees, full and part-time, and all full and part-time provisional employees, shall be entitled to vacation leave based upon their years of continuous service. Periods of time on leave of absence without pay, except for military leave, shall be deducted from the employee's total continuous service for purposes of determining the earned service credit for vacation leave. Vacation with pay shall be granted to employees as follows:

From date of hire to-completion Of 1 year of continuous service	1 day per month
After completion of one year of Continuous service	14 working days
After completion of 5 years of Continuous service	17 working days
After completion of 11 years of Continuous service	22 working days
After completion of 17 years of Continuous service	23 working days
After completion of 19 years of Continuous service	24 working days
After completion of 20 years of Continuous service	25 working days
After completion of 25 years of Continuous service	27 working days

Notwithstanding the above schedules, in the year in which an employee receives and additional number of vacation days, those additional days shall be pro-rated from the employee's anniversary date that year through the end of the calendar year. Permanent part-time employees shall receive vacation credit allowance on a proportionate basis.

A. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

B. Vacation allowance must be taken during the current calendar year at such time as permitted unless the appointing authority determines that it cannot be taken because of pressure at work. Under those circumstances, any unused vacation may be carried forward into the next succeeding year only. A permanent employee is permitted to carry over no more than ten (10)



days or one-half of his/her yearly allotment, whichever is less of unused vacation into the following year solely, subject to the approval of the Division Head, said approval not to be unreasonably withheld. It is understood between the parties that the unused vacation cannot be carried over for more than one year.

C. A permanent employee who returns from military service is entitled to full vacation allowance for the calendar year of return, and for the year proceeding, providing the latter can be taken during the year of return.

D. Regular yearly allotment of vacation time must be picked by the member before unused time from the prior year can be used.

E. An employee who is retiring, or who has otherwise separated, shall be entitled to the vacation allowance for the current year pro-rated upon the number of months worked in the calendar year in which the separation or retirement becomes effective and any vacation leave which may have been carried over from the preceding calendar year.

F. Whenever a permanent employee dies, having any earned annual vacation leave, there shall be calculated and paid to his or her estate a sum of money equal to the compensation figured on his or her salary rate at the time of his or her death. Notwithstanding the above schedule, in the year in which an employee receives an additional number of vacation days, those additional days shall be pro-rated from the employee's anniversary date of that year through the end of the calendar year.

G. Vacation leave credits shall continue to accrue while an employee is on leave with pay. Credits shall not accrue while an employee is on leave without pay, except when on military leave.

H. Employees called back to work (SECTION 9.06) while on vacation shall receive double time for that time.

I. An employee must utilize all of his or her vacation, personal and compensatory days prior to retirement or employment terminations from the Township. There will be no monetary payment for this benefit time unless the Mayor or Administrator requests the employee work through this retirement or termination date or the Mayor or Administrator determines that the employee's termination or retirement is a result of his or her disability. In the event of a voluntary termination or a disability termination, the employee's termination date will be extended to utilize the above noted benefit time.

J. Employees are required to submit a request for vacation leave for forty (40) consecutive hours or more, or five (5) consecutive work days, no later than April 15th of each calendar year. Requests received after April 15th of each calendar year are at the discretion of the Township and will be based on department seniority.

## ARTICLE IX

#### SECTION 9.01

GENERAL PROVISION: If any provision of this Agreement is subsequently declared by the legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in effect. The parties agree immediately to negotiate a substitute for the invalidated portion thereof.

Proposed modifications, changes, or new rules and regulations will be discussed by the members of the bargaining unit and the respective divisions prior to formal adoption.

#### SECTION 9.02

LONGEVITY: Effective January 1, 2013, the Township will no longer pay supplemental longevity pay on completion of the years of service. All supplemental longevity pay on completion of the years of service as of the anniversary date of hire from July 1, 2012 to December 31, 2012 will be added to the base pay of the eligible employee on January 1, 2013. Inclusion of the longevity pay earned from July 1, 2012 through December 31, 2012 into the base pay of the employee shall be in addition to the payment of wages set forth in Section 17.01. There shall be no retroactive pay.

#### SECTION 9.03

SAFETY AND HEALTH: The Association will have a Union representative on the Employer-Employee Safety Committee. In the event any employee is required to enter an area, home, or any location in which an occupational exposure occurs as defined is Subpart Z of CFR, Part 1910 and N.J.A.A.12:100-4.2, the Township shall provide for any and all medical attention and treatment for said member and his/her family in accordance with the Code of Federal Regulations and the N.J.A.C. as noted above. No clause in this agreement is to be understood to imply a lowering of health and safety conditions heretofore existing in the Township.

#### SECTION 9.04

IN-SERVICE TRAINING: The Township shall provide training to all members covered by this agreement in accordance with but not limited to State law. Cost for the State mandated training course will be paid by the Township and, for the firefighter's certification, shall be the responsibility of the employer. The Township will compensate the employee at the rate of fifty cents (\$.50) per mile for the use of employee's own motor vehicle to attending in-service training which schooling and/or in-service training is required by the State of New Jersey, Division of Fire Safety. The Township shall not compensate or be required to pay mileage for employee's own motor vehicle used for attending basic firefighter one training.

Each member will receive a bank of one hundred (100) hours for specialized training (annual mandatory training classes will not count against this bank of time, nor will daytime staff drills). Members will have the right to choose the classes they prefer with the approval of the supervisor. The supervisor will keep an accurate record of the hours used by each employee. Members may donate their unused training time to each other during the year, however, no unused can be carried into the next calendar year.

## SECTION 9.05

**LATENESS AND ABSENCE:** Employees have the responsibility to notify their supervisor prior to the beginning of their assigned shift if they are to be late (8 minutes or more). If the employee does not call in, he/she will not be paid for the period unless circumstances beyond his/her control preclude them from calling. Excessive lateness and unjustified absence will result in progressive disciplinary action and may be cause for suspension or termination.

## SECTION 9.06

**EMERGENCIES:** In an emergency, each and every employee shall be subject to call for overtime duty and it is each employee's responsibility to cooperate and accept such overtime work, when required. Emergency is hereby defined as that period of time when the health, safety and general welfare of the public is in jeopardy. The determination as to what conditions constitute an emergency will be at the sole discretion of the Mayor or his/her designee and will not be subject to the grievance procedure. Employees called back shall receive double time for that time.

## SECTION 9.07

**EMERGENCIES DEFINED:** An emergency may be declared any Federal, State or Local Governing Official in connection with snowfall, floods or other disaster or emergency situation.

**A:** In the event that an emergency is declared and certain employees who were working and were not released before completion of their regular shift and other employees were released or did not work by reason of the emergency, those employees who work will receive the rate of pay at time plus time and one-half for those hours worked.

# ARTICLE X

## **INSURANCE — MEDICAL AND HOSPITAL BENEFITS**

### SECTION 10.01

**MEDICAL INSURANCE:** The Township will provide hospitalization and medical insurance, including major medical insurance, through New Jersey Blue Cross/Blue Shield, or a substantially comparable plan available through the State Health Benefit Plan or other substantially comparable plan equal to or better than the existing coverage, to all employees and their dependents covered under this Agreement as defined in the program. The employee and his/her dependents (as set forth in the State of New Jersey Health Benefit Act Program) will be eligible for this benefit after the permanent employees have been continuously employed for a minimum of 90 days. Effective January 1, 2013, all full-time employees and their eligible dependents will pay a portion of the health insurance premiums in accordance with Public Law 2011, Chapter 78 and Public Law 22, Chapter 2 subject to any applicable changes is New Jersey statute or case law. A challenge to Public Law 2011, Chapter 78 and Public Law 22, Chapter 2 by the New Jersey FMBA, if successful, shall adjust the amount dependents pay for health insurance premiums as directed by the court if it so determines.

## SECTION 10.02

CO-PAY: The Township will provide a prescription drug provision program. The premium for said program shall be paid by the Township of Ewing and administered by same. Each prescription required by a competent medical authority for federal legend drug shall be paid for by the carrier subject to a deductible provision which no exceed \$25.00 per prescription (or \$10.00 co-pay for generic prescription drugs) and further subject to specific procedural and administrative rules and regulations which are part of the program. Each employee shall be provided with an authorization and identification card.

## SECTION 10.03

OPTICAL: Permanent employees covered by this Agreement shall be eligible to receive eye care benefits outlined below upon presentation of receipted bills. Full-time employees and eligible dependents as defined shall be eligible for a maximum payment of \$400.00 or the cost, whichever is less, for the duration of this contract, of an eye examination by an Ophthalmologist or an Optometrist, and/or prescription optical lenses, for employee and each family member each year of the contract. Permanent employees will be reimbursed 1/2 (one half) the cost of Lasik corrective Laser surgery.

## SECTION 10.04

DENTAL: Upon execution of this Agreement by all parties, the Township of Ewing will provide dental benefits through Delta Dental to all eligible unit employees and their eligible dependents. The Township will pay a total maximum for dental services for the eligible employee and his/her eligible dependents in the sum of \$1,500.00 with \$100.00 deductible per year, per family member for the duration of this agreement. The employee must submit paid receipts for all dental services incurred, and must complete and sign vouchers for the dental services to qualify for payment by the Township of Ewing.

## SECTION 10.05

RETIREE BENEFITS: The Township agrees to provide fully paid retirement benefits in accordance with applicable New Jersey Statutes. (See Article XV - Retirement)

# ARTICLE XI

## SECTION 11.01

### ACCESS TO PERSONNEL FOLDER AND EVALUATION

An employee shall within five (5) working days of written request to the Personnel Division have an opportunity to review his/her personnel folder in the presence of an appropriate official of the Personnel Division to examine any criticism, commendation or any evaluation of work performance or conduct prepared by the Township during the term of this Agreement. He/she shall be allowed to respond in a reasonable length of time to anything therein and said response shall be placed in the employee's file.

## ARTICLE XII

### PERSONAL DAYS:

Employees covered by the provisions of this Agreement, shall be entitled to three (3) days per year leave of absence with pay for personal business. Personal days must be used within the calendar year.

## ARTICLE XIII

### SECTION 13.01

#### MEMBERSHIP PACKETS

The Union may supply kits or packets which contain information for distribution to new employees, including the role of the union, a membership application and a copy of this Agreement as well as other material mutually agreed to by the Township and the Union. The Union agrees to distribute such membership kits or packets to new employees during the initial phase of employment.

## ARTICLE XIV

### UNIFORM AND GEAR

#### SECTION 14.01

UNIFORM ALLOWANCE: Employees who are covered by this Agreement are required to wear N.F.P.A. compliant uniforms to work. Each permanent and provisional (not temporary, seasonal or interim) employee shall receive an annual clothing and maintenance allowance of \$1,400.00 for each and every year of this contract. It will be payable as follows: \$700.00 on July 1, 2012 and \$1,400.00 each year thereafter in January for the term of the contract. Employees are responsible for the purchase, replacement and maintenance of uniforms out of the clothing allowance provided herein. If an employee is not in proper uniform, he/she may be sent home and subject to progressive discipline.

- A. The employer shall provide, at their expense, each permanent employee covered by this agreement a full dress, class "A" uniform consisting of the following: Dress jacket, pants, shirt, hat, tie, shoes, white gloves, and badge.
- B. Class A uniforms will be worn for all formal ceremonies and are to be maintained by the employee. Each employee must use his/her allowance for such maintenance.
- C. Class B uniforms will be worn for all times when attending fire prevention programs, meetings, etc. Class B uniforms shall consist of pants, shirt and badge.
- D. Class D uniforms are normal station wear, "T" shirts, and sweat shirts, long or short pants.

## SECTION 14.02

RECRUIT PACKET: Any new Union employee while serving his/her probationary period (ninety (90) days) shall be issued a basic starter uniform package provided by the Township. This package shall consist of two (2) pairs of trousers, two (2) long sleeve uniform shirts and two (2) short sleeve uniform shirts, an all season jacket and a badge. Upon successfully completing the 90-day probationary period, the employee shall receive his/her annual clothing allowance pro-rated to the end of the fiscal year.

## SECTION 14.03

TURN-OUT GEAR: The Township shall provide each employee covered under this Agreement with structural firefighting turn-out gear. All personal protective turn-out gear and equipment shall be supplied and maintained in accordance with NJ PEOSH and NFPA 1910.

When any item of structural firefighting turn-out gear or equipment is damaged or destroyed while on duty during the performance of firefighting, the Township shall have it repaired or replace the item.

The Supervisor of the assigned division of the employee may have his/her turn-out gear inspected to determine whether the equipment needs to be replaced, exchanged or is no longer serviceable. The Township shall replace damaged turn-out gear.

## SECTION 14.04

SAFETY BOOT ALLOWANCE: The Township will provide a safety boot allowance of \$150.00 to those employees who are entitled to same. Replacement of boots must be authorized by discretion of the Department Head. Each employee is guaranteed 1 pair of boots per calendar year. On the occasion that an employee's boots are severely damaged at an emergency scene, an additional replacement pair, above the 1 pair guaranteed, will be provided.

# ARTICLE XV

## RETIREMENT BENEFITS

### SECTION 15.01

UNUSED ACCUMULATED SICK PAY: Permanent employees in the bargaining unit who enter regular retirement in accordance with PERS and/or PFRS, whichever applies to that particular employee, and have his/her credit in any earned and unused sick leave, shall be entitled to receive supplemental compensation for each earned and unused accumulated sick leave. This sick pay is only supplemental and not part of employee's salary compensation. Such supplemental compensation shall not exceed Twenty Thousand (\$20,000.00) dollars. This supplemental compensation shall be paid in a lump sum within 60 days after the effective date of retirement, or may be taken in 2 (two) equal payments over 2 (two) calendar years.

With regard to an Employee who dies, if a permanent Employee of the unit shall die and have to his/her credit any earned and unused accumulated sick, then the deceased member's immediate family shall be entitled to receive supplemental payment for such earned and unused sick leave as defined above. Immediate family shall mean spouse, and if there is no spouse then living children in equal shares, and if no living children then parents of the decedent in equal shares and, if no living parent, then to living grandchildren of decedent in equal shares. Payment to be made shall be computed at the rate of the eligible employee's daily rate of pay for each day earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to death, provided that no such supplemental compensation shall exceed Twenty Thousand (\$20,000.00) Dollars for a death during the period of July 1, 2012 through December 31, 2016, to be paid to the beneficiary two (2) months after the death of the Employee.

#### SECTION 15.02

**DISABILITY RETIREMENT:** With regards to permanent disability retirement, the supplemental compensation to be paid shall not exceed Twenty Thousand (\$20,000.00) Dollars for a retirement during the period of this agreement, and provided that accumulative sick time payment for disability shall be calculated by determining a regular retirement sick payment and multiplying that figure by a fraction with the numerator being the employee's full years of service and the denominator being 25-years.

Payment to a disability retiree shall not exceed a sick leave buy back payment due under regular retirement. The supplemental compensation shall be paid in a lump sum within 60-days of retirement.

#### SECTION 15.03

**RETIREE'S MEDICAL BENEFITS:** The Township will provide the same coverage as active employees for hospitalization and medical insurance coverage for a permanent employee and his/her dependents, dependents as defined in the State of New Jersey Health Benefits program, after the permanent employee has retired, up to the date of the retired employee's death, provided said permanent employee retired after twenty-five (25) years or more of service credited in such retirement system, or those permanent employees who retired on disability pension based on fewer years of service credited in such retirement system and must meet all other criteria as set forth by-Chapter 88. For new hires commencing with the beginning of this new contract, spouses will no longer be eligible for Medicare reimbursements. Only Township employees will be eligible for Medicare reimbursements upon retirement.

#### SECTION 15.04

**RETIREE'S-CO-PAY:** The Township shall provide the same coverage as active employees, a prescription drug provision program the same as active employees for eligible retirees, regular or disability, and their dependents, dependents as defined previously. Each prescription required by a competent medical authority for federal legend drug shall be paid for by the carrier subject to a deductible provision which shall not exceed \$15.00 co-pay per prescription and \$1.00 co-pay for generic prescription drugs and further subject to specific

procedural and administrative rules and regulations which are part of the program.

## **ARTICLE XVI**

### **SECTION 16.01**

#### **CERTIFICATIONS:**

A: APPARATUS DRIVERS: Effective July 1, 2012, every member covered under this Agreement must be a qualified driver/operator of all the apparatus in the station they are assigned to within six (6) months of this contract. It is the apparatus driver's responsibility to deliver the needed apparatus, equipment and man power to an emergency scene in a manner that is safe to the firefighters and general public on or around the vehicle. The driver must have advanced knowledge of each vehicle in his/her respective station, drive, operate and maintain each vehicle. He/she must have understand the workings of fire pumps, gauges, valves, hoses, generators and other emergency equipment and tools on each vehicle. He/she must possess general knowledge needed for the preventive maintenance and repairs as needed. He/she must possess a valid New Jersey driver's license and have a clean driving record. Apparatus drivers may be required to obtain a CDL license with the proper endorsements if required and may be subject to random drug and alcohol testing. The senior staff member at each station will assume the driver duties unless that person does not possess the above knowledge, or through mutual agreement between the respective station members. The driver will receive an additional two dollars (\$2.00) per hour in addition to his/her normal hourly rate.

B. The Township agrees to a \$500.00 pay stipend per certification for EMT, Diver, Hazardous Materials Technician and Rescue Technician. The Township will require proof of certificate (photocopy and expiration date) and proof of recertification. The stipend shall be payable \$250.00 on July 1, 2012 for the period July 1, 2012 through December 31, 2012 and \$500.00 each January thereafter for the term of this contract.

## **ARTICLE XVII**

### **SECTION 17.01**

WAGE INCREASE; Two percent (2%) for the first six months (July 1, 2012 to December 31, 2012); then 2% each January 1st thereafter (2013, 2014, 2015, 2016).

### **SECTION 17.02**

CAPTAIN'S PAY: In lieu of the 2% increase for the period July 1, 2012 to December 31, 2012, the per hour rate of the Captain will be \$8.00 (eight dollars) per hour over the top paid firefighter. The new hourly rate for the Captain during this period shall be \$43.04. Beginning on January 1, 2013 and each January thereafter until December 31, 2016, the Captain will receive a 2% wage increase.

Employees covered by this agreement will be placed into this salary scale based on their years of completed service within the department or for existing or transfer employees a salary closest to their current salary, however, in no case will their placements be at a lower salary than



that on July 1, 2012.

### SECTION 17.03

#### SUPERVISION: FIRE CAPTAIN

A Fire Captain shall be promoted from within the full time career firefighting staff in accordance with the New Jersey Department of Personnel or other governing state agency rules and regulations. An interim appointment shall be made (pending promotional exam and certification) within two (2) weeks of the acceptance of this contract by Township administration. The appointee will have a 30 (thirty) day transition period to resign any volunteer fire officer status as needed. The captain will remain a member of this union (FMBA 93) and be covered by the terms of this contract. The captain will not be a fire officer with any of the Ewing Township Volunteer Fire Companies nor will he/she hold an office in this union. The captain is not eligible for driver's pay. During times when the interim captain/captain is off on leave (vacation, sick, personal or for any other reason), an upgrade will be made based on seniority rotation and all members covered under this Contract will be eligible for acting captain regardless of their union or voluntary fire company affiliation. Holding the position of acting captain shall have no bearing upon the appointment of an individual as Fire Captain. The acting captain will fulfill the duties below and receive the interim captain/captain's pay for that time period.

The captain will be responsible for completing, but not limited to, the following duties.

1. Keeping accurate records for all career firefighters regarding vacation, sick and personal time.
2. Reviewing bi-weekly time sheets and preparing same for payroll.
3. Back filling staff with per-diem firefighters/drivers as needed.
4. Scheduling weekly staff drills and maintaining records for same.
5. Keeping records of all mandatory training.
6. Approving training classes and hours as noted in Section 9.04 of this contract.
7. Maintaining the rotation of acting captains.
8. All other duties according to New Jersey Department of Personnel or other governing state agency.

### ARTICLE XVIII

#### SECTION 18.01

TERM OF CONTRACT: This Agreement shall be effective as July 1, 2012, and shall remain in full force and effect until midnight of December 31, 2016 (4-1/2 years). Negotiations concerning any renewal or replacement for the fiscal year 2016-2017 shall begin no later than one hundred twenty (120) calendar days prior to the expiration of this agreement (September 2, 2016)

#### ARTICLE XIX

#### SECTION 19.01

STAFFING: The Township agrees to keep staffing at its current level (9 members) as of July 1, 2012. Should a vacancy occur, it will be filled to maintain the current 9-member staffing level of the Association.

#### ARTICLE XX

#### SECTION 20.01

SEPARABILITY AND SAVINGS: If any of this Agreement shall be invalid by operation of law or by tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Personnel, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending final determination as to its validity, such provisions shall be inoperative, but all other provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

#### ARTICLE XXI

#### SECTION 21.01

FULLY BARGAINED: The parties agree that they have fully bargained and agreed upon all terms and conditions of employment and incorporate the complete and final understanding, and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

IN WITNESS WHEREOF: We have hereunder set our hands and seal the date and year first herein above written.

WITNESS:

Brewster.

WITNESS:

Christopher Hower

TOWNSHIP OF EWING:

~~Bill Ewing~~

FOR THE UNION:

Bill Ewing

# **APPENDIX A** **WAGE INCREASE**

Wage Increase for July 1, 2012 to December 31, 2016

	07/01/12	01/01/13	01/01/14	01/01/15	01/01/16
Captain, Interim Captain, Acting Captain, Provisional Captain	\$89,523.20	\$91,313.66	\$93,139.94	\$95,002.74	\$96,902.79
Jeff Lenarski	\$72,888.59	\$74,346.36	\$75,833.29	\$77,349.95	\$78,896.95
Chris Hoarn	\$71,519.79	\$72,950.19	\$74,409.19	\$75,897.37	\$77,415.32
William Erney	\$71,015.49	\$72,435.80	\$73,884.52	\$75,362.21	\$76,869.45
Eric Rowlands	\$71,015.49	\$72,435.80	\$73,884.52	\$75,362.21	\$76,869.45
Kevin Wemple	\$71,015.49	\$72,435.80	\$73,884.52	\$75,362.21	\$76,869.45
Tom Barnett	\$71,015.49	\$72,435.80	\$73,884.52	\$75,362.21	\$76,869.45
Doug Fort	\$70,811.49	\$72,227.72	\$73,672.27	\$75,145.72	\$76,648.63
Dan McManimon	\$40,507.61	\$41,317.76	\$47,997.46	\$54,875.02	\$62,008.49
Dan McManimon (on anniversary of April 9 each year)		\$47,056.33	\$ 53,799.04	\$ 60,792.64	\$ 68,045.68

New Firefighter hired after July 1, 2012 for duration of contract	
Firefighter new hire no FF Certification	\$27,717.30
Firefighter new hire with FF Certification 90 day probation	\$33,094.45
Firefighter balance of probation year	\$39,713.34
Firefighter 1st year Anniversary	\$46,133.66
Firefighter 2nd year Anniversary	\$51,709.96
Firefighter 3rd year Anniversary	\$57,286.26
Firefighter 4th year Anniversary	\$62,863.69
Firefighter 5th year Anniversary	\$68,439.99



# **APPENDIX A** **WAGE INCREASE**

Wage Increase for July 1, 2012 to December 31, 2016

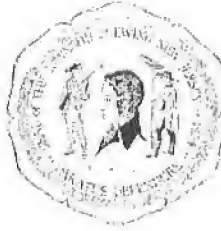
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**THE TOWNSHIP OF EWING**

Municipal Complex  
2 Jake Garzio Drive  
Ewing, NJ 08628



Phone: (609) 883-2900  
Admin. Fax: (609) 538-0729  
Clerk Fax: (609) 771-0480  
Web Address: [www.ewingnj.org](http://www.ewingnj.org)

**RESOLUTION #11R-113**

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE  
COLLECTIVE BARGAINING AGREEMENT WITH THE EWING FIREMAN'S  
MUTUAL BENEVOLENT ASSOCIATION, LOCAL No. 93**

**WHEREAS**, the Township has recognized THE FIREMAN'S MUTUAL BENEVOLENT ASSOCIATION ("FMBA"), LOCAL No. 93 as the bargaining unit for certain paid employees; and

**WHEREAS**, the Township and Local 93 desire to amend the Collective Bargaining Agreement with respect to wage increases and manpower in lieu of any reduction in force, demotion in rank, and/or voluntary furlough;


**NOW THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Ewing that the Mayor and appropriate officials are hereby authorized to execute an Amendment to the Collective Bargaining Agreement with THE FMBA, LOCAL No. 93 in a form substantially similar to that annexed hereto.

**IT IS SO RESOLVED.**

**Certification:**

**I, Kim J. Macellaro, Deputy Municipal Clerk of the Township of Ewing, hereby certify that the above is a true copy of a Resolution adopted by the Governing Body of the Township of Ewing at a Regularly Scheduled Meeting of the Municipal Council of the Township of Ewing, County of Mercer, State of New Jersey held on the 24<sup>th</sup> day of May, 2011.**



  
Kim J. Macellaro, RMC  
Deputy Municipal Clerk



## MEMORANDUM OF AGREEMENT

This Agreement is reached between the **Township of Ewing** ("Township") and **Ewing FMBA Local No. 93** ("FMBA"), for the purpose of addressing the Township's alleged economic shortfalls. The Township's governing body must approve and adopt the terms of this Agreement and the terms must also be ratified by the FMBA membership. The terms agreed to by the parties are in lieu of any reduction in force, demotion in rank, and/or voluntary furlough. The terms of this Agreement are set forth below and where applicable, will supersede the current contractual language.

1. ARTICLE XVII-WAGES

A. Effective July 1, 2011, the previously negotiated wage increase of four percent (4.0%). shall be deferred until January 1, 2012, at which time the FMBA shall also receive their negotiated 4.0% wage increase. There shall be no retroactivity on the deferred wages.

2. ARTICLE XVI-SECTION 16.01-CERTIFICATIONS

Effective July 1, 2011, the economic terms of this provision [One Dollar (\$1.00) per hour] shall be suspended for the duration of this Agreement. Thereafter, the terms shall immediately commence with eligible employees receiving their additionally hourly payment unless specifically and expressly negotiated by the parties.

3. MANPOWER

While the parties recognize that Township's managerial prerogative to establish the manpower needs of the Fire Department, the Township agrees as part of these negotiated terms to fill all supervisory positions currently in place that may become vacant due to retirement or termination and agrees to maintain a minimum of nine (9) career firefighters in the paid Fire Department.

4. Based upon the Township's alleged economic shortfall and the accommodating measures agreed to by the FMBA, it is understood there shall be no further discussion or necessity for furloughs, demotions and/or layoffs in the Township of Ewing Fire Department through June 30, 2012. Should the Township determine that it is necessary to seek a reduction-in-force or furlough days during the remainder of this contract term, the Township agrees to provide reasonable notice to the FMBA and agrees to negotiate in good faith with the FMBA to avoid said action(s).

6. The Township shall provide and share with the FMBA on a regular basis, or as requested by the FMBA, documents and/or worksheets that show the economic status of the Township. In particular, the Township agrees to provide the FMBA, on a regular basis, or as requested by the FMBA, documents to show the status of savings, grant awards, change in state and/or federal aid, and any changes in the employment status of any firefighter.

By this agreement the parties state their intent and in witness whereof, the parties hereto have hereunto set their hands at the Township of Ewing, County of Mercer, State of New Jersey on this 16 day of MAY, 2011.

TOWNSHIP OF EWING,

By: [Signature]

By: [Signature]

EWING FMBA LOCAL NO. 93,

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]